

747

ENGINEER DEPARTMENT

AGREEMENT FILE No.

381

CORRESPOND. FILE No.

---

---

# AGREEMENT

BETWEEN

THE HALL SIGNAL COMPANY

AND

THE BALTIMORE AND OHIO RAILROAD  
COMPANY.

\_\_\_\_\_  
JULY 1, 1910.  
\_\_\_\_\_

COVERING USE OF PATENTED SIGNALS AND SIGNALING SYSTEMS  
OF HALL COMPANY ON LINES OF B. & O. R. R.

---

---

OFFICE OF THE SECRETARY.  
B. & O. R. R. CO.  
BALTIMORE, MD.

## AGREEMENT.

**Agreement** made and entered into this 1st day of July, 1910, Date and parties.  
by and between **The Hall Signal Company**, a corporation incorporated and existing under the laws of the State of Maine, hereinafter referred to as the Patentee, and **The Baltimore and Ohio Railroad Company**, a corporation incorporated and existing under the laws of the State of Maryland, and hereinafter referred to as the Licensee.

WHEREAS, the Patentee is the owner, by assignment, of United States Letters Patent No. 470,813, dated March 15, 1892, which expired on March 15, 1909, and of United States Letters Patent No. 528,246, dated October 30, 1894, No. 531,284, dated December 18, 1895, No. 596,226, dated December 28, 1897, and No. 688,046, dated December 3, 1901; and

WHEREAS, the Licensee is desirous of compensating the Patentee for all installations and uses of systems embodying or containing the inventions or improvements of any or all of the said Letters Patent on lines owned, operated or leased by it, before the expiration of the aforementioned expired patent on March 15, 1909, and since that time embodying or containing the inventions or improvements of the other above mentioned patents, and is desirous of obtaining the right to install signals and signaling systems on lines owned, operated or leased by it during the continuance of this agreement under all of the existing Letters Patent above mentioned.

NOW, THEREFORE, for and in consideration of the sum of One Dollar by the Licensee to the Patentee in hand paid at or before the ensembling and delivery of these presents, the receipt of

which is hereby acknowledged, and in further consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually covenant and agree as follows:

Signals purchased from Hall Co. exempt from royalty. I. All automatic and semi-automatic signals of Electro-Gas Type, Disc Signals, or other types heretofore or hereafter installed on the lines owned, operated or leased by the Licensee which were or are hereafter purchased from the Patentee, shall be exempt from royalty or other payment for the use of said patented inventions.

Royalties on other signals. II. For all signals not purchased from the Patentee and heretofore installed on lines owned, operated or leased by the Licensee in systems embodying or containing any or all of the inventions or improvements of the above mentioned Letters Patent during the lifetime thereof, the Licensee shall pay to the Patentee at the rate of Ten (\$10.00) Dollars for each three-position signal blade; Five (\$5.00) Dollars for each two-position signal blade, and Five (\$5.00) Dollars for each disc signal, such payment to be made within sixty (60) days after the day of the date hereof, and to be accepted by the Patentee in full satisfaction of all claims for profits or damages arising out of infringement of the said Letters Patent.

Settlement of questions arising. III. Should any question arise as to whether or not any of such installations heretofore made embody or contain any of the said patented inventions or improvements, correct diagrams of the circuits thereof shall be delivered to the Patentee, and shall be submitted to Robert J. Fisher, Esq., Counsel for the Eastern Railroad Association, for his opinion as to whether or not such installations embody or contain any of the said patented inventions or improvements, full copies of his opinion shall be promptly supplied to both of the parties hereto, and thereupon both parties hereto shall be bound thereby and shall act in accordance therewith.

IV. For all signals not purchased from the Patentee and hereafter installed on lines owned, operated or leased by the Licensee, in systems embodying or containing any or all of the inventions or improvements of the above mentioned Letters Patent during the lifetime thereof (exclusive of expired Letters Patent No. 470,813), the Licensee shall pay royalties to the Patentee at the rates stated in clause II of this agreement.

Royalties on  
future in-  
stallations.

The Licensee shall give to the Patentee upon request, and in any event twice a year upon the first day of January and the first day of July, a correct statement of all such signals installed during the preceding six months and the royalties stated in this agreement shall then be due and payable and shall be promptly paid.

Semi-Annual  
statements  
and pay-  
ments.

V. It is the intention of this agreement that the Licensee shall have the right to use the patented inventions and improvements of the Patentee above referred to in this agreement, either by purchasing the signal mechanisms and cases from the Patentee or upon payment of royalties as above provided, but nothing herein contained shall require the Licensee to use the Patentee's system except in so far as it may desire to do so.

Use of patent-  
ed devices  
optional.

VI. It is further understood and agreed that the Licensee is not required to install the signals purchased from the Patentee except upon such parts of its lines as it may desire to equip with such signals, and nothing herein contained shall prevent the Licensee from using any other signals which it can use without infringement of any of the patents owned or controlled by the Patentee.

Installation of  
Hall Signals  
and use of  
other kinds.

This license shall not be assignable by the Licensee except to its successor or successors in business and shall inure to and bind such successor or successors and the successors and assigns of the Patentee.

IN WITNESS WHEREOF, the parties hereto have hereunto set  
their hands and seals this 14th day of June, 1910.

THE HALL SIGNAL COMPANY,

By

WILLIAM P. HALL,  
*President.*

(Seal)

Attest:

W. H. LANE.

THE BALTIMORE AND OHIO RAILROAD COMPANY,

By

DANIEL WILLARD,  
*President.*

(Seal)

Attest:

C. W. WOOLFORD,  
*Secretary.*

(NOTARIAL ACKNOWLEDGEMENTS)